

Club Tarneit Monday Madness Terms and Conditions

- 1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
- 2. The Promoter is Club Tarneit 622 Leakes Road, Tarneit, VIC 3029
- 3. Entry is open to patrons of Club Tarneit who are Victorian residents, aged 18 years or over.
- 4. Employees and immediate family of employees are not eligible for entry. This includes: spouse, exspouse, de-facto spouse, child or step-child (whether natural or adopted), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister, first cousin or in-law.
- 5. The Promotion runs on Monday nights in venue.
- 6. To be eligible to enter and considered an "Eligible Entrant", entrants must, during the Promotional Period be present at Club Tarneit.
- 7. Only members in venue at the time of the draw will be eligible to win.
- 8. Prize Details:
 - i. Each Monday night, patrons can enter our Monday Madness promotion.
 - ii. Raffle tickets will be handed out to patrons in the venue 20 minutes prior to the draw time.
 - iii. One ticket will be randomly drawn at 7:00 pm, 8:00 pm, and 9:00 pm, to spin the wheel.
 - iv. Each patron who spins the wheel will win one of 24 prizes available on the night, with prizes ranging from cash prizes, vouchers, or similar items, valued between \$5 and \$200.
- 9. The draw will be supervised by a Manager on Duty.
- 10. The Promoter reserves the right, at any time, to verify the validity of Eligible Entrants (including an Eligible Entrant's identity) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 12. The Promoter's decision is final, and no correspondence will be considered.
- 13. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize at the time stipulated by the Promoter, then the prize will be forfeited.

- 14. Prizes, or any unused portion of a prize, are not transferable or exchangeable. If a prize is not won, claimed, taken or redeemed by the time specified by the Promoter and as outlined herein, the prize will be forfeited.
- 15. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 16. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to pandemic, technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 17. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non- Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
- 18. Except for any liability that cannot by law be excluded, including the Non- Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Eligible Entrant; or (f) use of a prize.
- 19. To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the relevant Terms and Conditions are unclear, the Promoter will make a decision regarding such situation. You will have the right to request an internal review of the Promoter's decision. Subject to any regulatory direction to the contrary, the decision of the internal review will be final and binding.
- 20. The Promoter collects personal information (PI) to conduct the Promotion. This information may be disclosed to third parties such as the Sponsor, service providers, and regulatory authorities. See our website for our privacy policy.
- The promoter is: Club Tarneit, 622 Leakes Road, Tarneit, VIC 3029 <u>Website: clubtarneit.com.au</u> ABN 67 605 630 144. This ABN is registered under the Werribee Football Club, which is responsible for Club Tarneit.